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IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH.

R.S.A. No. 1288 of 2007 (O&M)
Date of Decision : May 03, 2007

Rakesh Jain

... Appellant

Versus

Yoginder Singh Kankdara

.. Respondent

CORAM : Hon`ble Mr. Justice Pritam Pal.

Present : Shri K.K.Saini, Advocate,
for the appellant.

PRITAM PAL , J.

This regular second appeal, by the defendant, is directed against judgment and decree dated 25.10.2006, passed by learned Civil Judge (Senior Division) Panchkula, whereby a suit for recovery of Rs.3,00,000/- together with interest at the rate of 10% per annum from the date of filing the suit till the realization of the decretal amount, was decreed in favour of the respondent-plaintiff, and judgment and decree dated 15.02.2007, passed by learned District Judge, Panchkula, whereby, appeal filed by the defendant-appellant was also dismissed and the findings arrived at by the learned trial court on all the crucial issues, were affirmed.

The only contention of learned counsel for the appellant is that

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in fact, the suit for recovery of Rs.3,00,000/- should not have been decreed as the claim of the respondent-plaintiff was only based upon an agreement to sell. This assertion of the learned counsel for the appellant is not tenable inasmuch as, the defendant-appellant had entered into the agreement to sell a piece of land, of which he was not an owner and inspite of that he accepted the earnest money from the plaintiff-respondent.

In this case, it is an admitted fact that the appellant had taken a sum of Rs.1,50,000/- as earnest money vide agreement to sell dated 24.11.1995. The findings of both the Courts below are concurrent on the clinching issue. Besides this, learned counsel for the appellant also could not make out any substantial question of law for consideration by this Court.

Hence, this regular second appeal is dismissed *in limine*.

[PRITAM PAL]
JUDGE

May 3, 2007.
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